privity of estate exists, or whether the restrictions run with the land, or whether they are easements, upon equitable grounds enforce such restrictions against purchasers with notice. *Coudert v. Sayre,* 46 N. J. Eq. 386. This rule of equity being an encroachment on the general doctrine of the common law, that the burden of a covenant does not run with the land, *Austerberry v. Oldham,* 29 Ch. Div. 750, its application is not to be extended beyond the class of cases in which a negative covenant has been expressed, *Hall v. Ewin,* 37 Ch. Div. 74. The equity thus enforced arises from the inference that the covenant has, to a material extent, entered into the consideration of the purchase, and that it would be unjust to the original grantor to permit the covenant to be violated. *Tulk v. Moxbay,* 2 Phil. Ch. 774.

CHATTEL MORTGAGES—ENFORCEMENT—ESTOPPEL.—CRAFTON V. PATRICK, 58 S. E. (S. C.).—After condition broken, *held,* the mortgagee is not estopped to enforce his mortgage on a horse against one who has traded for the horse from one other than the mortgagee, without notice of the mortgage, because he had seen the horse in possession of such other and heard the horse had been traded several times and had taken no steps to give notice of his mortgage other than to record it.

CORPORATIONS—KNOWLEDGE OF AGENTS—NOTICE.—E. S. WOODWORTH & CO. V. CARROLL, 112 N. W. 1054 (MINN.)—*Held,* a corporation is not charged with notice of facts because of knowledge on the part of an officer or agent, when the officer or agent is dealing with the corporation in his own interest, or when, for any other reason, his interest is adverse to that of the corporation, so that communication of the knowledge by him cannot be presumed.

A corporation will not be affected by notice which one of its directors or other officers may have received when not acting for the corporation, but in the transaction of his own private affairs, under such circumstances that its communication is not to be expected, *State Sav. Ass'n v. Nixon-Jones Printing Co.,* 25 Mo. App. 642; *Miller v. Central R. Co.,* 24 Barb. 312. Where an officer of a corporation, acting in his own behalf, conveys property to the corporation, his knowledge of facts derogatory to the title conveyed does not bind the corporation, *Barnes v. Trenton Gaslight Co.,* 27 N. J. Eq. 33. He, in making the sale and conveyance stands as a stranger to the company, *Stratton v. Allen,* 1 C. E. Green 229. But by the weight of authority, when an officer of a corporation does an act which constitutes a fraud upon a third person or upon another corporation, of which he is also an officer, the first mentioned corporation is chargeable with the notice of the nature of the transaction, although the fraud is perpetrated for his own benefit when he also represents the corporation in the transaction, *Marshall On Corporations,* p. 980; *Detroit Motor Co. v. Third Nat'l Bank,* 111 Mich. 407.

CRIMINAL LAW—EXCESSIVE SENTENCE—CONVICTION ON DIFFERENT COUNTS—UNITED STATES V. PEEKE, 153 FED. 166.—*Held,* that where a defendant has been convicted on different counts of an indictment charging separate offenses under the same statute, the court may impose separate and cumulative sentences upon the several counts, but a single sentence for a term longer than is authorized by the statute for one offense is void as to the excess, another court cannot cure the defect by apportioning the term